

COMMISSION DIRECTIVEADMINISTRATIVE MATTER ☐MOTOR CARRIER MATTER ☐UTILITIES MATTER ☐DATE July 09, 2008DOCKET NO. 2004-40-C

ORDER NO. _____

SUBJECT:

DOCKET NO. 2004-40-C - Agreement between BellSouth Telecommunications, Incorporated d/b/a AT&T South Carolina and XO Long Distance Services, Incorporated - Advise the Commission of Receipt of the Seventh Amendment to the Interconnection Agreement between BellSouth Telecommunications, Incorporated d/b/a AT&T South Carolina and XO Long Distance Services, Incorporated.

COMMISSION ADVISEDPRESIDING: HamiltonSESSION: RegularTIME: 2:30 p.m.

	MOTION	YES	NO	OTHER
CLYBURN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FLEMING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HAMILTON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HOWARD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MITCHELL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WHITFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WRIGHT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RECORDED BY: J. Schmieding

(Caption of Case)

Agreement between BellSouth Telecommunications,
Incorporated d/b/a AT&T South Carolina and XO
Long Distance Services, Incorporated

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET/NDI

NUMBER: 2004 - 40 - C

(Please type or print)

Submitted by: Patrick Turner

SC Bar Number: 6566

Address: Suite 5200

Telephone: 803-401-2900

1600 Williams Street

Fax: _____

Other: _____

Email: patrick.turner@bellsouth.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input checked="" type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

RECEIVED

JUN 26 2008

PSC SC
MAIL / DMS

BellSouth Telecommunications, Inc.
d/b/a AT&T South Carolina
1600 Williams Street, Suite 5200
Columbia, South Carolina 29201

June 25, 2008

Ms. Jocelyn Boyd, Deputy Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Seventh Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and XO Communications Services, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2004-40-C

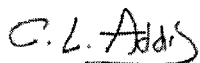
Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and XO Communications Services, Inc. ("XOCS") submit to the South Carolina Public Service Commission the seventh amendment to their interconnection agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and XOCS within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. The effective date of this amendment is May 16, 2008, and it expires on May 11, 2011.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Very truly yours,



Charles L. Addis
cc : James E. McDaniel

711561

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T KENTUCKY, AT&T LOUISIANA
AND AT&T SOUTH CAROLINA
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement dated August 31, 2003 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Kentucky, AT&T Louisiana and AT&T South Carolina ("AT&T") and XO Communications Services, Inc. ("XOCS") ("Agreement") effective in the states of Alabama, Kentucky, Louisiana and South Carolina is hereby amended as follows:

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:

Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from May 11, 2008 until May 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from XOCS, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and XOCS acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective on the date of the last signature executing the Amendment.

AMENDMENT TO EXTEND TERM DATE/AT&T-9STATE
SIGNATURE PAGE
XOCS
VERSION - 03/05/08

XO Communications Services, Inc.

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: [Signature]
Name: Heather B. Gold
(Print or Type)
Title: SUP- External Affairs
(Print or Type)
Date: 5/8/08

By: [Signature]
Name: Kristen E. Shore
Title: Director
Date: 5/16/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			